

aper Napkins

Picnic time is here. When you take your lunch you'll need some of our pretty napkins.

NEW STOCK JUST IN

OAT & MOSSMAN
MERCHANT STREET.

For Sale

HOUSE and LOT Kalihi

Modern improvements, can be purchased at an exceedingly low figure.

COMMODIOUS RESIDENCE AND LOT—makaia side of Beretania street, near McKinley High School; area of lot nearly 1 acre; Price \$9000.

Other desirable properties.

Apply
DAVID A. DOWSETT.
Real Estate & Insurance.
Office 203 Judd Building - Phone 655

Eureka Perfection Paint

Covers the oldest frame building in Honolulu. A waterproof paint, guaranteed to last. Write for booklet to EUREKA PERFECTION PAINT CO., P. O. Box 93, City.

Shampooing, Hairdressing

Scalp Treatment, Massage, for ladies and gentlemen. Hair Pieces to order. Phone 491 for Appointment.
MRS. DORIS E. PARIS.
1146 Fort Street.

NEW SOCIETY STATIONERY

Stationery, Tablets, Envelopes, and Corr. Cards. Apply of

Tales, Hawaiian Yesian History, and the action at

G. Thrum's
FORT STREET.

UNION ST., ABOVE HOTEL.

Harness

SCHUMAN CARRIAGE CO., LTD.
MERCHANT STREET.

Negligee Shirts
"Wilson Bros." and "Cluett" brands. SUMMER STYLES.

The Kash Co., Ltd.

Vacation Books
ALL THE LATEST POPULAR LITERATURE.

Brown & Lyon Co.
YOUNG BUILDING.

Silent Barber Shop

Want a bath, hot or cold? Want an electric massage?
JOS. FERNANDEZ, Proprietor,
Hotel opposite Union Street.

Wah Chong & Co.

WAVERLEY BLOCK
RY GOODS

PERIOR WORK

no better work to be had mend shoes, and make

N. F. PRIETAS,

& Electric Co.

ed at any part of the city, promptly filled.
S, P. O. Box 600. Office,

**Anything in
Paper**

**HAWAIIAN
PAPER & SUPPLY CO.**
AND QUEEN STREETS

HE STAR Merchant Tailor

Cleaning and Repairing all kinds of Clothes. Skillful workmen. In Town. All work Guaranteed. Telephone 182. Give us a Call.
208 Beretania St., near Emma St.

COURT RULES NOT OBSERVED

Appeal in Liquor Case Thrown Out by the Highest Tribunal.

Through the failure to comply with the rules of the Supreme Court of the United States, the appeal in the case of Jacintho Miguel against the Territory of Hawaii has been thrown out of the Supreme Court, the mandate to this effect having been received from Washington yesterday.

The mandate states that "the said cause came on to be heard before the said Supreme Court, and it appearing to the court that the parties have failed to print the transcript of record, it is therefore, in pursuance of the tenth rule of this court, now here ordered and adjudged by this court that the writ of error in this case be, and the same is hereby, dismissed with costs, and that the said appellee, recover against the appellant, Jacintho Miguel, for its costs herein expended and have execution therefor."

Miguel secured a writ of error to the Supreme Court of the United States from the decision of the Territorial Supreme Court sustaining his conviction and sentence to pay a fine of \$100 for selling liquor without a license, and was designed to test the constitutionality of the Territorial liquor law.

Lloyd Scores One.

James W. Lloyd has scored a temporary victory in his suit against the Territory for money alleged to be due him because of extra services performed for the last Legislature. In a decision written by Justice Wilder of the Supreme Court yesterday the demurrer of the Territory to Lloyd's petition is overruled and the defendant given twenty days in which to answer.

In the course of the decision the Supreme Court says:

"A demurrer to the original petition having been sustained and plaintiff having filed an amended petition, the defendant again demurs on the same grounds as before.

"A restatement of the allegations in the first petition and which are again set forth in the present one will not be made. It definitely appears in the amended petition that the services rendered by plaintiff for which compensation is sought in this action were not a part of his duties as stenographer of the House of Representatives and constituted extra work.

Rule 19 of the House provides in part that 'all of the officers of the House shall be directly responsible to the speaker and shall obey all of his orders and directions subject to revision by the House.' Rule 27 of the House makes it the duty of the committee on public expenditures and accounts to 'superintend and control the contingent expenses of the House and to audit and settle all accounts which may be charged thereon,' and further provides that 'no bills shall be incurred without the order of the said committee.'

"The reasonable value of the services is also alleged.

"The power of the speaker to require the officers of the House to obey and perform his orders and directions did not give him power to bind the House to pay for extra work which he ordered or directed to be done, but only had reference to orders and directions in regard to the regular, usual and prescribed duties of the officers.

Nothing is alleged as to the powers of the committee on enrollment, revision and printing. Whether the committee on public expenditures and accounts, whose functions during the time in question it is alleged were assumed and performed by its chairman with the acquiescence of the other members of the committee, had the power to enter into the agreement with plaintiff in regard to compensation for extra work by implication from its duty to superintend and control the contingent expenses of the House and to audit and settle all accounts charged thereon, need not be determined in view of our conclusion on the subject of ratification.

"The demurrer is overruled, defendant being allowed twenty days within which to answer, if so advised."

R. P. Quarles, for plaintiff; E. W. Sutton, Deputy Attorney General, for defendant.

Hartwell Dissents.

In a majority decision yesterday the Supreme Court held that the Yee Sing stables were not entitled to a portion of the fire claim award of \$800 to the estate of William Brush, for buildings which were erected by the appellant as lessees. In the course of his dissenting opinion Chief Justice Hartwell says:

"Sec. 7 of Act 15 S. L. 1901, to 'provide for the ascertainment and payment of all claims which may be made by persons whose property was destroyed by fire' under orders of the Board of Health in connection with the suppression of the bubonic plague in Honolulu, provides that no claim shall be considered 'for loss of rent or use of property' nor for 'any loss except for the destruction of or direct damage to property by fire or removal.'

"The case presents the question whether under the act lessees have a claim for loss incurred by the burning of buildings erected by them on leased premises under a lease providing that at its termination the buildings shall belong to the lessor. Was the loss of the lessees not the subject of a claim because it was the loss of the use of property, or have they also lost property which is not only capable of being lost but subject to a claim under the act? The term 'property' means that which is exclusively one's own. Any title, legal or equitable, perfect or imperfect, in lands, is property. Souland v. U. S., 4 Pet. 511; Bryan v. Kennett, 113 U. S. 192. Property includes every species of valuable right and interest, easements, franchises and hereditaments. Caro v. Metropolitan Elevated Ry. Co., 46 N. Y. Super. Ct. Rep. 128. A mining claim 'is property in the highest sense of the term.' Belk v. Meagher, 104 U. S. 232.

"Does the act prohibit a claim for

All sorts and sizes of
Photo Albums at . . .

GURREY'S

By Authority.

TENDERS FOR BURIAL OF INDIGENT DEAD.

Sealed proposals will be received at the office of the City and County Clerk, until the hour of 7:30 o'clock p. m. of Tuesday, July 20, 1909, for the Burial of Indigent Dead of the City and County of Honolulu from the date of contract to the first Monday after the first day of January, 1911.

Coffin of redwood stained black. Bids shall include the furnishing of coffin, the necessary attendance, transportation from place of body to place of burial, and transportation to and from the Morgue as required.

The Board of Supervisors of the City and County of Honolulu reserves the right to reject any or all tenders.

D. KALAUOKALANI JR.,
Clerk, City and County of Honolulu.
8402—July 14, 15, 16, 17, 19.

NOTICE OF MEETING

OF STOCKHOLDERS OF HAWAIIAN FERTILIZER CO., LTD.

The annual meeting of the stockholders of the Hawaiian Fertilizer Company, Limited, will be held at the office of C. Brewer & Co., Ltd., Honolulu, T. H., on Wednesday, the 21st day of July, 1909, at 2 o'clock p. m.

J. WATERHOUSE,
Secretary.

NOTICE

Wm. G. Irwin & Co., Ltd.

At the annual meeting of Wm. G. Irwin & Co., Ltd., held on Saturday, July 10, 1909, the following officers were elected to serve for the ensuing year:

W. G. Irwin.....President
J. D. Spreckels.....First Vice President
W. M. Giffard.....Second Vice President
H. M. Whitney.....Treasurer
Richard Ivers.....Secretary
D. G. May.....Auditor

RICHARD IVERS,
Secretary.

NOTICE

To Bondholders, Kohala Sugar Co.

In accordance with the terms under which its bonds were issued, the Kohala Sugar Company will pay, with accrued interest, on August 1st, 1909, Forty-five Thousand and 00-100 dollars (\$45,000.00) of its bonds. The numbers of the bonds to be paid are as follows:

3	17	48	85	118
5	23	51	86	122
6	24	52	89	125
9	26	53	93	127
11	33	57	95	128
12	34	62	100	139
14	35	70	104	141
15	40	80	107	146
16	47	82	113	149

Notice is hereby given to the holders of these bonds to present the same for payment at the banking house of The Bank of Hawaii, Limited, in Honolulu, on August 1st, 1909, and that interest on same will cease on and after that date.

F. C. ATHERTON,
Treasurer, Kohala Sugar Company.
Honolulu, June 25th, 1909. 8387

the kind of property consisting in a right to its use and refer exclusively to losses of property owned by the claimant? I think it includes losses for the destruction of any kind of property. A lessee is subjected to loss of his property by the destruction of buildings on leased premises losing further opportunity to exercise his right to use and occupy them for the balance of the term, the reversioner losing his reversionary right in the buildings. Each was a right in and to the buildings and each right had value.

"I think that the act allows claims for loss of that kind of property consisting in a right to its use to the exclusion of its owner, although not for loss of the use of property which is not exclusive. In this view the award of \$800, fixed as the value of the buildings, would entitle the lessees to interest upon that sum at legal rates from the date of the destruction of the buildings until the termination of the lease, the principal, less the interest, going to the reversioner."

Blockaded

Every Household in Honolulu Should Know How to Resist it.

The back aches because the kidneys are blockaded.

Help the kidneys with their work. The back will ache no more.

Lots of proof that Doan's Backache Kidney Pills do this.

It's the best proof, for it comes from Honolulu.

A. J. Cahill, night watchman for Messrs. T. H. Davies & Co., Ltd., of Fort Street, Honolulu, Hawaii, says: "When a young man I was a sailor, but was finally obliged to give up sea life on account of backache and kidney trouble. I tried various remedies in my effort for relief, and Doan's Backache Kidney Pills, procured from the Hollister Drug Co., were the one that at last restored me to good health. If anyone desires further particulars of my case, he is at liberty to inquire of me."

Doan's Backache Kidney Pills are sold by all druggists and storekeepers at 50 cents per box (six boxes \$2.50), or will be mailed on receipt of price by the Hollister Drug Co., Honolulu, wholesale agents for the Hawaiian Islands.

Remember the name, Doan's, and take no substitute.



HAWAIIAN TRUST CO., LTD.

Statement of Resources and Liabilities, June 30, 1909.

ASSETS.		LIABILITIES.	
CASH.		Capital Fully Paid Up....	\$100,000.00
On Hand.....	\$ 9,906.48	Trust and Agency Accounts.....	233,422.63
In Bank.....	50,198.97	Undivided Profits.....	73,436.94
In Bank as Trustee.....	99,923.32		
In Agents Hands.....	15,933.95		
Bonds.....			
Stocks in other Corporations.....	25,095.00		
Real Estate.....	47,402.32		
Loans Demand and Time.....	95,318.56		
Interest Receivable.....	3,429.07		
Office Furniture and Fixtures.....	3,827.55		
Accounts due us at Interest.....	2,735.49		
General Accounts due us.....	11,950.41		
Assets other than those specified above.....	2,740.20		
	\$406,859.57		\$406,859.57

Territory of Hawaii, Island of Oahu—ss.

I, George R. Carter, Assistant Treasurer of Hawaiian Trust Company, Limited, do solemnly swear that the above statement is true to the best of my knowledge and belief.

GEORGE R. CARTER,
Assistant Treasurer.

Subscribed and sworn to before me this 6th day of July, A. D. 1909.
JONATHAN SHAW,

[Seal.] Notary Public, First Judicial Circuit, Territory of Hawaii.
8396—July 7, 15, 18, 23, 31

BISHOP TRUST COMPANY, Ltd.

STATEMENT OF CONDITION, JUNE 30, 1909.

ASSETS.		LIABILITIES.	
Cash on hand and in Bank..	\$ 6,327.26	Capital—	
Bonds.....	4,597.00	Subscribed..	\$100,000.00
Stocks.....	7,746.50	Paid in.....	\$ 62,500.00
Loans secured by mortgage on Real Estate.....	13,676.07	Stockholders' Liability.....	37,500.00
Loans—demand and time.....	42,818.86	Undivided profits.....	16,554.46
Furniture and Fixtures.....	9,439.16	Trust and agency balances	115,175.09
Real Estate—office building and site.....	26,086.63		
Accrued interest receivable..	592.99		
Assets other than those specified above.....	2,945.08		
	\$194,229.55		\$194,229.55

City and County of Honolulu, Territory of Hawaii.

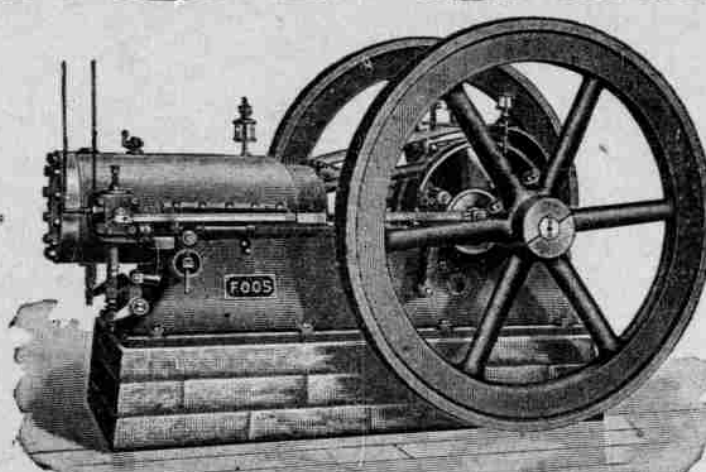
I, Jas. L. Cockburn, Treasurer of the Bishop Trust Company, Limited, do solemnly swear that the above statement is true to the best of my knowledge and belief.

JAS. L. COCKBURN, Treasurer.

Subscribed and sworn to before me this 30th day of June, 1909.

J. HARRIS MACKENZIE,
Notary Public, First Judicial Circuit.

FOR
SALE



IF APPLIED FOR AT ONCE.
THREE NEW

FOOS GASOLINE ENGINES

2, 4 AND 9 H. P.

Will Be Sold at Cost for Cash at

NEILL'S : WORKSHOP

135 Merchant Street - - - Warranted First-class

You Can't Be Happy With a Headache

Probably more pleasure is spoiled because of headache than from any other reason.

When your head aches it not only makes YOU unhappy, but it is very apt to interfere with the pleasure of everyone else around you. One can't be expected to be very cheerful and pleasant when one's head is simply splitting.

And there is no need of suffering. Keep a box of

Stearns' Headache Wafers

in the house when you are at home—carry it in your bag when you travel. That insures you against the annoyance of headaches—your own and other people's. Stearns' Headache Wafers are as pure as they look, and the snow-white wafers certainly indicate purity in the highest degree. One dose cures, and leaves your head "clear as a bell."

They are so much better than any other kind that your own interest demands that you insist on STEARNS'—the genuine.

SUMMER CLOTHES

W. AHANA & CO.
MERCHANT TAILORS
62 SOUTH KING STREET
NO BRANCHES

Fire Insurance

THE B. F. DILLINGHAM CO., LTD.

General Agents for Hawaii:
Atlas Assurance Company of London.
New York Underwriters' Agency.
Providence Washington Insurance Company.

WM. G. IRWIN & CO., LTD.

SUGAR FACTORS AND

COMMISSION AGENTS

Wm. G. Irwin.....President
John D. Spreckels.....1st Vice President
W. M. Giffard.....2nd Vice President
H. M. Whitney.....Treasurer
Richard Ivers.....Secretary
D. G. May.....Auditor

AGENTS FOR

Oceanic Steamship Company, San Francisco, Cal.

Baldwin Locomotive Works, Philadelphia, Pa.

Hakalau Plantation Company.

Hilo Sugar Company.

Honolulu Plantation Company.

Hutchinson Sugar Plantation Company.

Kilauea Sugar Plantation Company.

Oloahu Company.

Pasahua Plantation Company.

Waimanalo Sugar Company.

C. BREWER & CO., LTD.

SUGAR FACTORS AND

COMMISSION MERCHANTS

List of Officers—

C. M. Cooke, President; George M. Robertson, Manager; E. F. Bishop, Treasurer and Secretary; F. W. Macfarlane, Auditor; P. C. Jones, C. M. Cooke, J. R. Galt, Directors.

Wm. G. Irwin & Co., Ltd.

AGENTS FOR THE

Royal Insurance Co., of Liverpool, England.

Scottish Union & National Insurance Co. of Edinburgh, Scotland.

The Upper Rhine Insurance Co., Ltd. of London.

Commercial Union Assurance Co., Ltd. of London.

IN THE DISTRICT COURT OF THE UNITED STATES, FOR THE TERRITORY OF HAWAII.

THE UNITED STATES OF AMERICA,

Plaintiff, vs. JOSEPH WHITMARSH; HANNAH J. WHITMARSH, wife of JOSEPH WHITMARSH; KAMAKA WHITMARSH; ANNA WHITMARSH and SAMUEL WHITMARSH, unknown heirs at law of PETER WHITMARSH, deceased; WILLIAM KEKA; S. AOKI; MARIE M. PAA; KAIAMA KEKA; JAMES AKO, attorney in fact for JOSEPH WHITMARSH; THE TERRITORY OF HAWAII; JOHN BROWN, JAMES BLACK, MARY BLUE and JANE PURPLE, unknown owners and claimants; JOHN D. PARIS; MARY C. PARIS; J. D. PARIS, JUNIOR, and HANNAH PARIS, Defendants.

THE PRESIDENT OF THE UNITED STATES OF AMERICA, GREETING:

To JOSEPH WHITMARSH; HANNAH J. WHITMARSH, wife of JOSEPH WHITMARSH; KAMAKA WHITMARSH; ANNA WHITMARSH and SAMUEL WHITMARSH, unknown heirs at law of PETER WHITMARSH, deceased; WILLIAM KEKA; S. AOKI; MARIE M. PAA; KAIAMA KEKA; JAMES AKO, attorney in fact for JOSEPH WHITMARSH; THE TERRITORY OF HAWAII; JOHN BROWN, JAMES BLACK, MARY BLUE and JANE PURPLE, unknown owners and claimants; JOHN D. PARIS; MARY C. PARIS; J. D. PARIS, JUNIOR, and HANNAH PARIS, Defendants.

You are hereby directed to appear, and answer the Petition in an action entitled as above, brought against you in the District Court of the United States, in and for the Territory of Hawaii, within twenty days from and after service upon you of a certified copy of Plaintiff's Petition herein, together with a certified copy of this Summons.

And you are hereby notified that unless you appear and answer as above required, the said Plaintiff will take judgment of condemnation of the lands described in the Petition herein and for any other relief demanded in the Petition.

WITNESS the Honorable SANFORD B. DOLE, Judge of said District Court, this 26th day of June in the year of our Lord one thousand nine hundred and nine and of the independence of the United States the one hundred and thirty-third.

(Signed) A. E. MURPHY, Clerk.

(Endorsed) "No. 60. District Court of the United States for the Territory of Hawaii. The United States of America vs. Joseph Whitmarsh, et al. Summons. Robert W. Breckons, Plaintiff's Attorney. Filed July 9, 1909.